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21 UNITED STATES DISTRICT COURT
22 CENTRAL DISTRICT OF CALIFORNIA
23 SOUTHERN DIVISION

24 N.Z., R.M., B.L., S.M., and A.L.,
25 individually and on behalf of themselves
and all others similarly situated,

26 Plaintiffs,

27 v.

28 FENIX INTERNATIONAL LIMITED,
29 FENIX INTERNET LLC, BOSS
30 BADDIES LLC, MOXY
31 MANAGEMENT, UNRULY AGENCY
32 LLC (also d/b/a DYSRPT AGENCY),
33 BEHAVE AGENCY LLC, A.S.H.
34 AGENCY, CONTENT X, INC., VERGE
35 AGENCY, INC., AND ELITE
36 CREATORS LLC,

37 Defendants.

38 Case No. 8:24-cv-01655-FWS-SSC
39 Assigned to Hon. Fred W. Slaughter

40 [DISCOVERY MATTER: Referred
41 to Magistrate Hon. Stephanie S.
42 Christensen]

43 **[PROPOSED] STIPULATED
44 PROTECTIVE ORDER**

45 Complaint filed: July 29, 2024

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1 **ALL PARTIES, BY AND THROUGH THEIR COUNSEL, STIPULATE AS**
2 **FOLLOWS:**

3 **1. INTRODUCTION**

4 1.1 Purposes and Limitations. Discovery in this action is likely to involve
5 production of confidential, proprietary, or private information for which special
6 protection from public disclosure and from use for any purpose other than
7 prosecuting this litigation may be warranted. Accordingly, the parties hereby
8 stipulate to and petition the court to enter the following Stipulated Protective Order.
9 The parties acknowledge that this Order does not confer blanket protections on all
10 disclosures or responses to discovery and that the protection it affords from public
11 disclosure and use extends only to the limited information or items that are entitled
12 to confidential treatment under the applicable legal principles.

13 1.2 Good Cause Statement.

14 This action is likely to involve information that qualifies as proprietary trade
15 secrets, commercial, financial, technical and/or proprietary information for which
16 special protection from public disclosure and from use for any purpose other than
17 prosecution of this action is warranty. Such confidential and proprietary materials
18 and information consist of, among other things, confidential business or financial
19 information, information regarding confidential business practices, or other
20 confidential, strategic, research, development, or commercial information, etc. that
21 could materially affect their business/financial/commercial interests. Accordingly,
22 to expedite the flow of information, to facilitate the prompt resolution of disputes
23 over confidentiality of discovery materials, to adequately protect information the
24 parties are entitled to keep confidential, to ensure that the parties are permitted
25 reasonable necessary uses of such material in preparation for and in the conduct of
26 trial, to address their handling at the end of the litigation, and serve the ends of
27 justice, a protective order for such information is justified in this matter. It is the
28 intent of the parties that information will not be designated as confidential for

1 tactical reasons, including but not limited to shielding any party from liability, and
2 that nothing be so designated without a good faith belief that it has been maintained
3 in a confidential, non-public manner, and there is good cause why it should not be
4 part of the public record of this case.

5 1.3 Acknowledgment of Procedure for Filing Under Seal. The parties
6 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
7 Protective Order does not entitle them to file confidential information under seal;
8 Local Rule 79-5 sets forth the procedures that must be followed and the standards
9 that will be applied when a party seeks permission from the court to file material
10 under seal.

11 There is a strong presumption that the public has a right of access to judicial
12 proceedings and records in civil cases. In connection with non-dispositive
13 motions, good cause must be shown to support a filing under seal. *See Kamakana*
14 *v. City and Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel.*
15 *Ests. of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), and a
16 specific showing of good cause or compelling reasons with proper evidentiary
17 support and legal justification, must be made with respect to Protected Material
18 that a party seeks to file under seal. The parties' mere designation of Disclosure or
19 Discovery Material as CONFIDENTIAL does not—without the submission of
20 competent evidence by declaration, establishing that the material sought to be filed
21 under seal qualifies as confidential, privileged, or otherwise protectable—
22 constitute good cause.

23 Further, if a party requests sealing related to a dispositive motion or trial,
24 then compelling reasons, not only good cause, for the sealing must be shown by
25 the designating party, and the relief sought shall be narrowly tailored to serve the
26 specific interest to be protected. *See Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665,
27 677–79 (9th Cir. 2010). For each item or type of information, document, or thing
28 sought to be filed or introduced under seal in connection with a dispositive motion

1 or trial, the party seeking protection must articulate compelling reasons, supported
2 by specific facts and legal justification, for the requested sealing order. Again,
3 competent evidence supporting the application to file documents under seal must
4 be provided by declaration.

5 Any document that is not confidential, privileged, or otherwise protectable
6 in its entirety will not be filed under seal if the confidential portions can be
7 redacted. If the confidential portions of the document can be redacted, then a
8 redacted version for public viewing, omitting only the confidential, privileged, or
9 otherwise protectable portions of the document, shall be filed. Any statement of
10 good cause set forth by the designating party that seeks to file documents under
11 seal in their entirety should include an explanation of why redaction is not feasible.
12

13 **2. DEFINITIONS**

14 2.1 Action: *N.Z., et al. v. Fenix Int'l Ltd., et al.*

15 2.2 Challenging Party: a Party or Non-Party that challenges the
16 designation of information or items as CONFIDENTIAL under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Rule 26(c) of the Federal Rules of Civil Procedure, and as
20 specified above in the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including,
28 among other things, testimony, transcripts, and tangible things), that are produced

1 or generated in disclosures or responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as
4 an expert witness or as a consultant in this Action.

5 2.8 Final Disposition: the later of (1) dismissal of all claims and defenses
6 in this Action, with or without prejudice; and (2) final judgment herein after the
7 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
8 this Action, including the time limits for filing any motions or applications for
9 extension of time pursuant to applicable law.

10 2.9 In-House Counsel: attorneys who are employees of a party to this
11 Action. In-House Counsel does not include Outside Counsel of Record or any other
12 outside counsel.

13 2.10 Non-Party: any natural person, partnership, corporation, association, or
14 other legal entity not named as a Party to this action.

15 2.11 Outside Counsel of Record: attorneys who are not employees of a
16 party to this Action but are retained to represent or advise a party to this Action and
17 have appeared in this Action on behalf of that party or are affiliated with a law firm
18 which has appeared on behalf of that party, and includes support staff.

19 2.12 Party: any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, In-House Counsel and Outside Counsel of
21 Record (and their support staffs).

22 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 2.14 Professional Vendors: persons or entities that provide litigation-
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)
27 and their employees and subcontractors.

28 2.15 Protected Material: any Disclosure or Discovery Material that is

1 designated as "CONFIDENTIAL."

2 2.16 Receiving Party: a Party that receives Disclosure or Discovery
3 Material from a Producing Party.

4

5 **3. SCOPE**

6 The protections conferred by this Stipulation and Order cover not only
7 Protected Material (as defined above), but also (1) any information copied or
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or
9 compilations of Protected Material; and (3) any testimony, conversations, or
10 presentations by Parties or their Counsel that might reveal Protected Material. The
11 protections conferred by this Order, however, do not cover the following
12 information: (a) any information that is in the public domain at the time of
13 disclosure to a Receiving Party or becomes part of the public domain after its
14 disclosure to a Receiving Party as a result of publication not involving a violation
15 of this Order, including becoming part of the public record through trial or
16 otherwise; and (b) any information known to the Receiving Party prior to the
17 disclosure or obtained by the Receiving Party after the disclosure from a source
18 who obtained the information lawfully and under no obligation of confidentiality
19 to the Designating Party.

20 Any use of Protected Material at trial shall be governed by the orders of the
21 trial judge. This Stipulated Protective Order does not govern the use of Protected
22 Material at trial.

23

24 **4. TRIAL AND DURATION**

25 The terms of this Stipulated Protective Order apply through Final
26 Disposition of the Action.

27

28

1 Once a case proceeds to trial, information that was designated as
2 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and
3 used or introduced as an exhibit at trial becomes public and will be presumptively
4 available to all members of the public, including the press, unless compelling
5 reasons supported by specific factual findings to proceed otherwise are made to the
6 trial judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180–81
7 (distinguishing “good cause” showing for sealing documents produced in
8 discovery from “compelling reasons” standard when merits-related documents are
9 part of court record). Accordingly, for such materials, the terms of this Stipulated
10 Protective Order do not extend beyond the commencement of the trial.

11 Even after Final Disposition of this litigation, the confidentiality obligations
12 imposed by this Stipulated Protective Order shall remain in effect until a
13 Designating Party agrees otherwise in writing or a court order otherwise directs.
14

15 **5. DESIGNATING PROTECTED MATERIAL**

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.
17 Each Party or Non-Party that designates information or items for protection under
18 this Order must take care to limit any such designation to specific material that
19 qualifies under the appropriate standards. The Designating Party must designate for
20 protection only those parts of material, documents, items, or oral or written
21 communications that qualify so that other portions of the material, documents,
22 items, or communications for which protection is not warranted are not swept
23 unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited.
25 Designations that are shown to be clearly unjustified or that have been made for an
26 improper purpose (e.g., to unnecessarily encumber the case development process
27 or to impose unnecessary expenses and burdens on other parties) may expose the
28 Designating Party to sanctions.

1 Redacting responsive documents for relevancy purposes is prohibited.

2 If it comes to a Designating Party's attention that information or items that it
3 designated for protection do not qualify for protection, that Designating Party must
4 promptly notify all other Parties that it is withdrawing the inapplicable
5 designation.

6 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
7 this Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a)
8 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that
9 qualifies for protection under this Stipulated Protective Order must be clearly so
10 designated before the material is disclosed or produced.

11 Designation in conformity with this Stipulated Protective Order requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix at a minimum, the legend
15 "CONFIDENTIAL" to each page that contains protected material. If only a
16 portion or portions of the material on a page qualifies for protection, the Producing
17 Party also must clearly identify the protected portion(s) (e.g., by making
18 appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for
20 inspection need not designate them for protection until after the inspecting Party
21 has indicated which documents it would like copied and produced. During the
22 inspection and before the designation, all of the material made available for
23 inspection shall be deemed CONFIDENTIAL. After the inspecting Party has
24 identified the documents it wants copied and produced, the Producing Party must
25 determine which documents, or portions thereof, qualify for protection under this
26 Stipulated Protective Order. Then, before producing the specified documents, the
27 Producing Party must affix the "CONFIDENTIAL" legend to each page that
28 contains Protected Material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the
2 protected portion(s) (e.g., by making appropriate markings in the margins). To the
3 extent the Producing Party elects to produce materials by providing the original
4 storage media containing the Discovery Material (e.g., CD-ROM, floppy disk,
5 DVD, thumb drive), the Designating Party shall include “Confidential” in the file
6 or directory name, or by affixing the legend “Confidential” or “Highly
7 Confidential” to such media.

8 (b) for testimony given in depositions that the Designating Party identify
9 the Disclosure or Discovery Material on the record, before the close of the
10 deposition all protected testimony.

11 (c) for information produced in some form other than documentary and
12 for any other tangible items, that the Producing Party affix in a prominent place on
13 the exterior of the container or containers in which the information is stored the
14 “CONFIDENTIAL” legend. If only a portion or portions of the information
15 warrants protection, the Producing Party, to the extent practicable, shall identify the
16 protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
18 failure to designate qualified information or items does not, standing alone, waive
19 the Designating Party’s right to secure protection under this Order for such
20 material. An inadvertent failure to designate shall be considered “timely corrected”
21 when the Designating Party (1) notifies the Receiving Party of the inadvertent
22 failure to designate and (2) within seven (7) days of such notice, reproduces the
23 Protected Materials, properly designated in accordance with this Section. During
24 the seven-day period and upon timely correction of a designation, the Receiving
25 Party must make reasonable efforts to assure that the material is treated in
26 accordance with the provisions of this Stipulated Protective Order and, upon receipt
27 of the reproduced materials, shall take reasonable efforts to destroy or return any
28 such materials that do not contain the “CONFIDENTIAL” designation.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the court's
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37.1 et seq. and with Section 2 of Judge
7 Christensen's Civil Procedures titled "Brief Pre-Discovery Motion Conference."¹

8 6.3 The burden of persuasion in any such challenge proceeding shall be
9 on the Designating Party. Frivolous challenges, and those made for an improper
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
11 parties) may expose the Challenging Party to sanctions. Unless the Designating
12 Party has waived or withdrawn the confidentiality designation, all parties shall
13 continue to afford the material in question the level of protection to which it is
14 entitled under the Producing Party's designation until the court rules on the
15 challenge.

16

17 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 7.1 Basic Principles. A Receiving Party may use Protected Material that
19 is disclosed or produced by another Party or by a Non-Party in connection with
20 this Action only for prosecuting, defending, or attempting to settle this Action
21 unless otherwise agreed to by the Parties or by court order. Notwithstanding the
22 foregoing, all parties, except Defendant Moxy Management, agree to permitting
23 the sharing of discovery documents between this case and two related cases
24 pending in the Northern District of Illinois: *McFadden, et al. v. Fenix Internet,*
25 *LLC, et al.*, Case No. 1:23-cv-06151, and *M. Brunner, et al. v. Fenix Internet,*

26

27 ¹ Judge Christensen's Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 *LLC, et al.*, Case No. 1:25-cv-3244.² Such Protected Material may be disclosed
2 only to the categories of persons and under the conditions described in this Order.
3 When the Action reaches a Final Disposition, a Receiving Party must comply with
4 the provisions of section 13 below.

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Stipulated Protective Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
9 otherwise ordered by the court or permitted in writing by the Designating Party, a
10 Receiving Party may disclose any information or item designated
11 “CONFIDENTIAL” only:

12 (a) to the Receiving Party’s Outside Counsel of Record in this Action, as
13 well as employees of said Outside Counsel of Record to whom it is reasonably
14 necessary to disclose the information for this Action;

15 (b) to the officers, directors, and employees (including In-House Counsel)
16 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) to Experts (as defined in this Order) of the Receiving Party to whom
18 disclosure is reasonably necessary for this Action and who have signed the
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) to the court and its personnel;

21 (e) to court reporters and their staff;

22 (f) to professional jury or trial consultants, mock jurors, and Professional
23 Vendors to whom disclosure is reasonably necessary for this Action and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) to the author or recipient of a document containing the information or

27 ² Plaintiffs’ counsel retains the right to seek leave to amend this order to require
28 that Defendant Moxy Management allow the sharing of documents in *McFadden*
and *Brunner*.

1 a custodian or other person who otherwise possessed or knew the information;
2 (h) during their depositions, to witnesses, and attorneys for witnesses, in
3 the Action to whom disclosure is reasonably necessary, provided: (1) the deposing
4 party requests that the witness sign the “Acknowledgment and Agreement to Be
5 Bound” (Exhibit A); and (2) the witness will not be permitted to keep any
6 confidential information unless they sign the “Acknowledgment and Agreement to
7 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
8 ordered by the court. Pages of transcribed deposition testimony or exhibits to
9 depositions that reveal Protected Material may not be disclosed to anyone except
10 as permitted under this Stipulated Protective Order;

11 (i) to any mediator or settlement officer, and their supporting personnel,
12 mutually agreed upon by any of the parties engaged in settlement discussions; and

13 (j) persons or entities that provide litigation support services (e.g.,
14 photocopying, videotaping, translating, preparing exhibits or demonstrations, and
15 organizing, storing, or retrieving data in any form or medium) and their employees
16 and subcontractors.

17 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
18 **PRODUCED IN OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL,” that Party must:

22 (a) within five business days of receipt of such subpoena or order, notify
23 in writing the Designating Party. Such notification shall include a copy of the
24 subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order
26 to issue in the other litigation that some or all of the material covered by the
27 subpoena or order is subject to this Protective Order. Such notification shall

include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

15 9.1 Application. The terms of this Stipulated Protective Order are
16 applicable to information produced by a Non-Party in this Action and designated as
17 “CONFIDENTIAL.” Such information produced by Non-Parties in connection
18 with this litigation is protected by the remedies and relief provided by this Order.
19 Nothing in these provisions should be construed as prohibiting a Non-Party from
20 seeking additional protections.

21 9.2 Notification. In the event that a Party is required, by a valid discovery
22 request, to produce a Non-Party's confidential information in its possession, and the
23 Party is subject to an agreement with the Non-Party not to produce the Non-
24 Party's confidential information, then the Party shall:

28 (b) make the information requested available for inspection by the Non-

1 Party, if requested.

2 9.3 Conditions of Production. If the Non-Party fails to seek a protective
3 order from this court within 14 days of receiving the notice and accompanying
4 information, the Receiving Party may produce the Non-Party's confidential
5 information responsive to the discovery request. If the Non-Party timely seeks a
6 protective order, the Receiving Party shall not produce any information in its
7 possession or control that is subject to the confidentiality agreement with the Non-
8 Party before a determination by the court. Absent a court order to the contrary, the
9 Non-Party shall bear the burden and expense of seeking protection in this court of
10 its Protected Material.

11

12 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 If a Receiving Party learns that, by inadvertence or otherwise, it has
14 disclosed Protected Material to any person or in any circumstance not authorized
15 under this Stipulated Protective Order, the Receiving Party must immediately (a)
16 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
17 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
18 the person or persons to whom unauthorized disclosures were made of all the
19 terms of this Order, (d) request such person or persons to execute the
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), and (e) make best
21 effort to ensure the unauthorized copies are not further distributed.

22

23 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
24 **PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other
27 protection, the obligations of the Receiving Parties are those set forth in Rule
28

1 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not
2 intended to modify whatever procedure may be established in an e-discovery order
3 that provides for production without prior privilege review. Pursuant to Rules
4 502(d) and (e) of the Federal Rules of Evidence, insofar as the parties reach an
5 agreement on the effect of disclosure of a communication or information covered
6 by the attorney-client privilege or work product protection, the parties may
7 incorporate their agreement in the stipulated protective order submitted to the
8 court.

9

10 **12. MISCELLANEOUS**

11 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order
12 abridges the right of any person to seek its modification by the court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this
14 Stipulated Protective Order no Party waives any right it otherwise would have to
15 object to disclosing or producing any information or item on any ground not
16 addressed in this Stipulated Protective Order. Similarly, no Party waives any right
17 to object on any ground to use in evidence of any of the material covered by this
18 Stipulated Protective Order.

19 12.3 Filing Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Local Rule 79-5. Protected Material may
21 only be filed under seal pursuant to a court order authorizing the sealing of the
22 specific Protected Material at issue. If a Party's request to file Protected Material
23 under seal is denied by the court, then the Receiving Party may file the
24 information in the public record unless otherwise instructed by the court.

25

26 **13. FINAL DISPOSITION**

27 After the Final Disposition of this Action, as defined in paragraph 4, within
28

1 60 days of a written request by the Designating Party, each Receiving Party must
2 return all Protected Material to the Producing Party or destroy such material. As
3 used in this subdivision, “all Protected Material” includes all copies, abstracts,
4 compilations, summaries, and any other format reproducing or capturing any of
5 the Protected Material. Whether the Protected Material is returned or destroyed,
6 the Receiving Party must submit a written certification to the Producing Party
7 (and, if not the same person or entity, to the Designating Party) by the 60 day
8 deadline that (1) identifies (by category, where appropriate) all the Protected
9 Material that was returned or destroyed and (2) affirms that the Receiving Party
10 has not retained any copies, abstracts, compilations, summaries or any other
11 format reproducing or capturing any of the Protected Material. Nothing in this
12 Paragraph shall require any Party to access its inaccessible cloud storage for
13 purposes of destroying Protected Materials backed up onto those databases.
14 Notwithstanding this provision, Counsel is entitled to retain an archival copy of all
15 pleadings, motion papers, trial, deposition, and hearing transcripts, legal
16 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
17 work product, and consultant and expert work product, even if such materials
18 contain Protected Material. Any such archival copies that contain or constitute
19 Protected Material remain subject to this Protective Order as set forth in Section 4.
20

21 **14. VIOLATION**

22 Any violation of this Stipulated Protective Order may be punished by any and all
23 appropriate measures including, without limitation, contempt proceedings and/or
24 monetary sanctions.
25

26 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
27
28

1 DATED: July 2, 2025 Respectfully submitted,

2 HAGENS BERMAN SOBOL SHAPIRO LLP

3 By: _____ */s/ Robert B. Carey*
4 ROBERT B. CAREY
5 *Attorneys for Plaintiffs*

6 ***Pursuant to CIV. L.R. 5-4.3.4(a)(2)(i), I attest that all
other signatories listed, and on whose behalf the filing is
submitted, concur in the filing's content and have
authorized the filing.***

7
8 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

9 By: _____ */s/ Jason D. Russell*
10 JASON D. RUSSELL
11 *Attorneys for Specially Appearing Defendants*
12 Fenix International Limited and Fenix Internet LLC

13 KINGFISHER LAW APC

14 By: _____ */s/ Nithin Kumar*
15 NITHIN KUMAR
16 *Attorney for Defendant*
Content X, Inc.

17 DENTONS US LLP

18 By: _____ */s/ Trinity Jordan*
19 TRINITY JORDAN
20 *Attorneys for Defendant*
21 Elite Creators LLC

22 BIRD, MARELLA, RHOW, LINCENBERG, DROOKS
23 & NESSIM, LLP

24 By: _____ */s/ Barr Benyamin*
25 BARR BENYAMIN
26 *Attorneys for Defendant*
Moxy Management

CONSTANGY BROOKS SMITH AND PROPHETE LLP

By: /s/ Younjin Lee
YOUNJIN LEE
Attorneys for Defendant
Verge Agency, Inc.

THE JACOBS LAW FIRM, PC

By: _____ */s/ Matthew Jacobs*
MATTHEW JACOBS
Attorney for Defendants
Unruly Agency LLC and Behave Agency LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: July 3, 2025


HON. STEPHANIE S. CHRISTENSEN
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, [print or type full name], of _____, [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *N.Z., et al. v. Fenix International Limited, et al.*, Case No. 8:24-cv-01655-FWS-SSC. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____

[print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

1 Date: _____
2

3 City and State where sworn and
4 signed: _____
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6 Printed name: _____
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8 Signature: _____
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